

AGREEMENT FOR INSPECTION SERVICES
(Including Scope and Limitations of the Inspection)

FILE NUMBER

Between:

5705364 Manitoba Ltd.

Operating under the tradename HOME-ALYZE®
Box 43 Site 145 RR1, Brandon, MB R7A 5Y1
ph. (204) 573-7498
(the “Company”, or “we”)

-and-

_____ (the “Client”, or “you”)

Address for Inspection: _____

(the “Property”)

Date set for the Inspection: _____

THE INSPECTION

Upon execution of this Agreement we agree to provide a single visual inspection of the property (the “Inspection”) examining the readily accessible features of the Property.

The Inspection shall be non-destructive, and will not involve removal, upheaval, damage to or disassembly of any components of the Property. The inspection will be performed in accordance with the Standards of Practice and Code of Ethics which are attached to this agreement. In performing an inspection under these parameters it is important for you to understand that we cannot tell you everything about the house.

Within a reasonable time following the completion of the Inspection, we will provide you with the written Profile and Inspection Report (the “Report”), and the Inspection results will not be deemed complete until the report is prepared and delivered.

During the Inspection, the homeowners’ rights will be respected, including any restrictions they choose to impose.

If additional visits to the Property are required for any reason, additional fees may be charged. A two hour minimum will apply to any billing.

THE PROFILE AND ASSESSMENT REPORT

The Profile and Assessment Report (the “Report”) forms an integral part of this Agreement and should be read in conjunction with it. The Report is intended only for the use of the Client.

The Report may include cost estimates of suggested repairs or replacements. Such estimates are included for the convenience of the Client, but are not based upon quotations from any contractor or supplier and the Client agrees that no claim shall be advanced in the event that any such estimate does not correspond to actual repair or replacement costs.

In the event that you do not buy the Property, we may, at our sole discretion, release pertinent information about the Inspection findings to any other person.

THE CLIENT’S RIGHTS AND OBLIGATIONS

You agree to pay the sum of \$ _____ (includes applicable taxes) for the cost of the Inspection and the Report, and to pay a service fee of forty dollars for any dishonored cheques.

If the inspector recommends that you engage specialized tradespersons or experts, you will retain them at your own expense.

You agree to make all arrangements for access by the inspector to the Property and surrounding lands for the purposes of performing the Inspection.

BUYER’S RIGHT TO CANCEL: Provided that the inspection and report has not been completed, you may cancel this contract from the day you enter the contract until 10 days after you receive a copy of the contract. You do not need a reason to cancel. If you do not receive the goods or services within 30 days of the date stated in the contract, you may cancel this contract within one year of the contract date. You lose that right if you accept delivery after the 30 days. There are other grounds for extended cancellation. For more information, you may contact your Manitoba consumer affairs office. If you cancel this contract, you must give notice of cancellation at the address in this contract. You must give notice of cancellation by method that will allow you to prove that you gave notice, including registered mail, fax, or by personal delivery.

SCOPE OF THE INSPECTION

The scope of the inspection is defined by the attached Standards of Practice. While the following list is not all inclusive, it is of particular importance to note that the inspector will not:

- (a) inspect any area that poses a threat to the safety of him or herself or anyone else;
- (b) move furniture or stored items;
- (c) inspect appliances;
- (d) light pilots or fuel fired appliances and will not turn on gas, water or electrical utility systems which are shut off;
- (e) inspect or test water quality, source of water, or sewer system serving the Property;
- (f) assess environmental conditions, detect environmental hazards or the presence of hazardous substances;
- (g) evaluate pest infestations including household pets, birds, squirrels, rodents, insects and wood destroying organisms;
- (h) evaluate geological stability or soil conditions;
- (i) assess underground systems or components thereof;
- (j) evaluate security, intercom, communication, remote control or any low voltage electrical systems and equipment;
- (k) inspect sauna, pool, hot tub, underground sprinklers, water conditioners and containers, or obvious cosmetic deficiencies related to maintenance, cleaning and housekeeping.

Without dismantling the Property and its systems there are many limitations to such an inspection. Throughout the Inspection inferences may be drawn which cannot be confirmed by direct observation. Furthermore, comments made on items and issues that are beyond the scope of our standard inspection may be made as a courtesy only and are not to be considered information based on adequate assessments of such components.

LIMITATIONS OF THE INSPECTION

The Inspection is a general construction inspection only, and the inspector cannot offer an expert opinion regarding engineering, compliance with building codes or local bylaws, or building efficiency.

The Inspection and Report are completed within a limited time frame and are not technically exhaustive.

Some problems may not exist or be obvious at the time of the inspection, or may only be apparent under certain conditions. This inspection is based on observations at the time of a single visit and is subject to the conditions and limitations present at that time. The limitations that an inspector may face include, but are not limited to: time restrictions, defects concealed by occupants' possessions; snow cover on roofs and other surfaces; vegetation; gravel; decks; solar panels; decks covered with carpet or membrane; new paint or other finishes; partially restricted or inaccessible areas and components (such as: building paper, house wraps, flashings, window flanges, wall cavities); systems that have been secured or winterized; restrictive weather or temperature conditions; and so on.

If any utilities are not on at the time of the inspection, such as water, electricity and gas, we cannot turn them on. We will also be unable to fully assess all systems since utilities may affect more than one system within the home.

The Inspection is not able to positively determine the presence of any environmental hazards or concerns including, but not limited to, mold or fungus. In the event that the Inspector advises the Client of a potential environmental concern, or the Client has any reason to suspect that there may be an environmental concern, it is recommended that the Client retain the services of an environmental specialist.

The Company makes no representation, warranty or guarantee on the future life of systems and items inspected. The Inspection will not determine whether the Property complies with the building code or local bylaws.

Due to the inherent limitations of the Inspection, the Client should be aware that there will be some deficiencies in the home that are not covered in the Report. The Company recommends anticipating and budgeting annually for 1% - 3% of the value of the Property for maintenance items and unforeseen repairs.

LIMITATIONS ON THE COMPANY'S LIABILITY

Because the Inspection is not a technically exhaustive study of the Property, and in consideration of the low fees charged for the service relative to the value of the Property, you agree that an exclusion of liability of the Inspector, the Company, and its officers, employees, subcontractors and agents is reasonable in the circumstances, irrespective that you suffer any loss or damage or liability to others arising out of the negligence of the Company or its inspector, or from its or her or his or their errors, omissions, breach of contract, breach of warranty, misrepresentation, fundamental breach, strict liability, or otherwise.

It is a term of this Agreement that the Company and its inspectors, officers, employees, subcontractors and agents assume no liability, whether in contract or in tort and including negligence, for:

- (a) statements, comments, suggestions or representations made in the Report or made orally; or
- (b) any deficiencies in the Property not noted

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whether such liability arises from negligence, errors, omissions, breach of contract, breach of warranty, misrepresentation, fundamental breach, strict liability or otherwise, and whether such claim is for consequential damage, property damage, personal injury of any nature, or otherwise.

It is a further term of this Agreement that the Company and its inspectors, officers, employees, subcontractors and agents assume no liability for any loss or damage arising due to the presence of any mold or fungus, or any other environmental condition.

In the event that:

- (a) a discrepancy, claim or dispute arises from the performance of the Inspection, or from the Report, and
- (b) you promptly notify the Company within a reasonable time, and in any event no later than seven (7) days after the condition complained of is discovered, and
- (c) the Company is given a reasonable opportunity to re-visit the Property before any repairs are commenced,

then we may re-inspect the Property. If we did not note a condition which, in our sole discretion, was apparent at the time of the original inspection, then we may, at our sole discretion, and upon execution of a release form satisfactory to the Company, refund to you the full price paid by you for the Inspection and Report, provided that we shall have no legal obligation to do so and shall have no other liability to you.

Any general comments made orally, or in the Report, about conditions, systems or costs which are beyond the scope of the Inspection are provided as a courtesy only and do not represent or form part of the Inspection or the Report.

No representation is made, or implied, as to the advisability of the purchase of the Property.

INITIALS

INDEMNIFICATION

You agree to indemnify and save the Company and inspector, as well as the Company's officers, employees, subcontractors and agents, or their successors and assigns, harmless from any claim arising out of the use of the Report by any other person or persons.

You hereby agree to indemnify and hold harmless the Company and the inspector, as well as the Company's officers, employees, subcontractors and agents, and their successors and assigns, from any claim advanced by the owner or tenant of the Property arising out of the Inspection. Should the Company or the inspector be called on to give testimony, prepare to attend court, or assist in preparation for litigation as a result of the Inspection, additional fees will be charged at the Company's then hourly rate for all time spent, including additional inspections, research, report preparation, consultation, traveling, court appearances and for time waiting (in our office or elsewhere) to testify.

In the event you commence legal proceedings against the Company in respect of anything arising in respect of the Inspection or the Report, and if those proceedings are not ultimately decided in your favor, you agree that you shall be liable to the Company for damages, including to the Company's reputation, and for all charges, expenses, disbursements and legal fees incurred by the Company or any of its representatives, on a complete indemnity basis, including a reasonable fee for all time spent by the Company's personnel in investigating, research, preparation for, and attendance at court hearings and examinations.

MISCELLANEOUS

The Company's goal is to identify major observable problems or potential expenses which may affect your buying decision. While we strive to improve your knowledge of the Property, an all inclusive list of deficiencies is not provided.

We strongly recommend that you participate in the visual inspection process by accompanying the inspector and observe and ask questions to improve your understanding of the Property. If you choose not to do so, you accept responsibility for the consequences of your failure to do so. You should not take unnecessary risks, such as climbing on anything or touching electrical or heating equipment. You acknowledge that participation is at your own risk.

This Agreement shall be governed by and construed in accordance with the laws of the Province or Territory in which the Company is resident and registered and the laws of Canada. Said Provincial or Territorial Courts shall have sole jurisdiction over interpretation and resolution of any disputes arising from this Agreement.

The headings in this Agreement are for ease of reference only and shall not affect the construction or interpretation of this Agreement.

If any portion of this agreement is found to be invalid or unenforceable by any court of competent jurisdiction, the remaining provisions shall remain in force between the parties.

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The Client acknowledges that there are no verbal representations or warranties, and that the provisions of this Agreement, including the attached Standards of Practice, constitute the entire agreement between the parties with respect to this subject matter. No amendments or additions may be made to this Agreement unless they are in writing and initialled by both parties.

I understand that personal information on this and other forms has been collected for the purposes of facilitating the inspection service I have ordered, for follow-up communications, for franchisor audit and development purposes, and to address anything pertaining to this Agreement For Inspection Services. I understand that such information may be disclosed, without further consent, to my agents and representatives, to professional or trade affiliates of the Company, and to the franchisor and its consultants for the purposes stated. Personal information will **not be disclosed** to any third party, other than those identified, without my consent. By signing below I am consenting to the collection, use, disclosure, and retention of my personal information.

I hereby acknowledge that I was aware of, and had the opportunity to review this agreement prior to the commencement of the Inspection. Whether or not I exercised the right to review this agreement I hereby accept all the terms and conditions of this Agreement.

I _____ have been authorized by the client to sign this agreement on their behalf.
Print Name

Dated at _____, this _____ at _____
City and Province month/day/year AM PM

5705364 Manitoba Ltd.

Client: _____ For the Company: _____ print _____
client's signature employee's signature print employee's name
or AGREEMENT PRE-SIGNED Box 43 Site 145 RR1, Brandon, MB R7A 5Y1
FRANCHISES ARE INDEPENDENTLY OWNED AND OPERATED

FURTHER INSTRUCTIONS

I hereby instruct the company to accept payment from _____ for this inspection service on my behalf.

Client: _____

INVOICE & RECEIPT

FILE NUMBER

5705364 Manitoba Ltd.

Operating under the tradename HOME-ALYZE®

PAYABLE AT TIME OF INSPECTION

PAYMENT

Inspection fee ----- \$ _____ . _____

Travel ----- _____ . _____

Delivery ----- _____ . _____

Long Distance (Fax/Phone) ----- _____ . _____

SUB-TOTAL ----- _____ . _____

GST# 858870090 ----- _____ . _____

TOTAL \$ _____ . _____

- CASH - CHEQUE # _____

- PAID BY THIRD PARTY _____

(Signature for payment received)

Client Attendance

- Yes - No - Partly _____

- AIR MILES® reward miles awarded

Standards of Practice

CANADIAN ASSOCIATION OF HOME & PROPERTY INSPECTORS

The Standards of Practice are a set of guidelines for home inspectors to follow in the performance of their inspections. They are the most widely accepted home inspection guidelines in use, and include all the home's major systems and components. The Standards of Practice and Code of Ethics are recognized by many related professionals as the definitive standard for professional performance in the industry. (CAHPI acknowledges The American Society of Home Inspectors®, Inc. (ASHI®) for the use of their Standards of Practice (version January 1, 2000).

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Glossary: Note: Italicized words are defined in the Glossary.

1. INTRODUCTION

1.1 The Canadian Association of Home Inspectors (CAHPI) is a not-for-profit association whose members include the following seven provincial/regional organizations: CAHPI-B.C., CAHPI-Alberta, CAHPI-Sask., CAHPI-Manitoba, OAH (Ontario), AIBQ (Quebec), and CAHPI-Atlantic. CAHPI's objectives include promotion of excellence within the profession and continual improvement of inspection services to the public.

2. PURPOSE AND SCOPE

2.1 The purpose of these Standards of Practice is to establish a minimum and uniform standard for private, fee-paid home inspectors who are members of one of the provincial/regional organizations of CAHPI. Home Inspections performed to these Standards of Practice are intended to provide the client with information regarding the condition of the *systems and components* of the home as inspected at the time of the Home Inspection.

2.2 The Inspector shall:

A. inspect:

1. *readily accessible systems and components* of homes listed in these Standards of Practice.
2. *installed systems and components* of homes listed in these Standards of Practice.

B. report:

1. on those *systems and components* inspected which, in the professional opinion of the *inspector*, are *significantly deficient* or are near the end of their service lives.
2. a reason why, if not self-evident, the *system or component* is *significantly deficient* or near the end of its service life.
3. the *inspector's* recommendations to correct or monitor the reported deficiency.
4. on any *systems and components* designated for inspection in these Standards of Practice which were present at the time of the *Home Inspection* but were not inspected and a reason they were not inspected.

a. These Standards of Practice are not intended to limit inspectors from:

- A. including other inspection services, systems or components in addition to those required by these Standards of Practice.
- B. specifying repairs, provided the *inspector* is appropriately qualified and willing to do so.

C. excluding *systems and components* from the inspection if requested by the client.

3. STRUCTURAL SYSTEM

3.1 The inspector shall:

A. inspect:

1. the *structural components* including foundation and framing.
2. by probing a *representative number* of structural components where deterioration is suspected or where clear indications of possible deterioration exist. Probing is NOT required when probing would damage any finished surface or where no deterioration is visible.

B. describe:

1. the foundation and *report* the methods used to *inspect* the *under-floor crawl space*.
2. the floor structure.
3. the wall structure.
4. the ceiling structure.
5. the roof structure and *report* the methods used to *inspect* the attic.

3.2 The inspector is NOT required to:

- A. provide any *engineering service* or *architectural service*.
- B. offer an opinion as to the adequacy of any *structural system* or *component*.

4. EXTERIOR

4.1 The inspector shall:

A. inspect:

1. the exterior wall covering, flashing and trim.
2. all exterior doors.
3. attached decks, balconies, stoops, steps, porches, and their associated railings.
4. the eaves, soffits, and fascias where accessible from the ground level.
5. the vegetation, grading, surface drainage, and retaining walls on the property when any of these are likely to adversely affect the building.
6. walkways, patios, and driveways leading to dwelling entrances.

B. describe the exterior wall covering.

4.2 The inspector is NOT required to:

A. inspect:

1. screening, shutters, awnings, and similar seasonal accessories.
2. fences.
3. geological, geotechnical or hydrological conditions.
4. *recreational facilities*.
5. outbuildings.
6. seawalls, break-walls, and docks.
7. erosion control and earth stabilization measures.

5. ROOF SYSTEM

5.1 The inspector shall:

A. inspect:

1. the roof covering.
2. the *roof drainage systems*.
3. the flashings.
8. the skylights, chimneys, and roof penetrations.

B. describe the roof covering and *report* the methods used to *inspect* the roof.

5.2 The inspector is NOT required to:

A. inspect:

1. antennae.
2. interiors of flues or chimneys which are not *readily accessible*.
3. other *installed accessories*.

6. PLUMBING SYSTEM

6.1 The inspector shall:

A. inspect:

1. the interior water supply and distribution *systems* including all fixtures and faucets.

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2. the drain, waste and vent *systems* including all fixtures.
3. the water heating equipment.
4. the vent systems, flues, and chimneys.
5. the fuel storage and fuel distribution *systems*.
6. the drainage sumps, sump pumps, and related piping.

B. describe:

9. the water supply, drain, waste, and vent piping materials.
2. the water heating equipment including the energy source.
3. the location of main water and main fuel shut-off valves.

6.2 The inspector is NOT required to:

A. inspect:

1. the clothes washing machine connections.
2. the interiors of flues or chimneys which are not *readily accessible*.
3. wells, well pumps, or water storage related equipment.
4. water conditioning *systems*.
5. solar water heating *systems*.
6. fire and lawn sprinkler *systems*.
7. private waste disposal *systems*

B. determine:

10. whether water supply and waste disposal *systems* are public or private.
2. the quantity or quality of the water supply.

C. operate safety valves or shut-off valves.

7. ELECTRICAL SYSTEM

7.1 The inspector shall:

A. inspect:

1. the service drop.
2. the service entrance conductors, cables, and raceways.
3. the service equipment and main disconnects.
4. the service grounding.
5. the interior components of service panels and sub panels.
6. the conductors.
7. the overcurrent protection devices.
8. a *representative number* of *installed* lighting fixtures, switches, and receptacles.
9. the ground fault circuit interrupters.

B. describe:

1. the amperage and voltage rating of the service.
2. the location of main disconnect(s) and sub panels.
3. the *wiring methods*.

C. report:

1. on the presence of solid conductor aluminum branch circuit wiring.
2. on the absence of smoke detectors.

7.2 The inspector is NOT required to:

A. inspect:

1. the remote control devices unless the device is the only control device.
2. the alarm *systems* and *components*.

B. the low voltage wiring, *systems* and *components*.

C. the ancillary wiring, *systems* and *components* not a part of the primary electrical power distribution *system*.

B. measure amperage, voltage, or impedance.

8. HEATING SYSTEM

8.1 The inspector shall:

A. inspect

1. the *installed* heating equipment.
2. the vent systems, flues, and chimneys.

B. describe:

1. the energy source.
2. the heating method by its distinguishing characteristics.

8.2 The inspector is NOT required to:

A. inspect:

1. the interiors of flues or chimneys which are not *readily accessible*.

2. the heat exchanger.
3. the humidifier or dehumidifier.
4. the electronic air filter.
5. the solar space heating *system*.

B. determine heat supply adequacy or distribution balance.

9. AIR CONDITIONING SYSTEMS

9.1 The inspector shall:

A. *inspect* the *installed* central and through-wall cooling equipment.

B. describe:

1. the energy source
2. the cooling method by its distinguishing characteristics.

9.2 The inspector is NOT required to:

A. *inspect* electronic air filters.

D. determine cooling supply adequacy or distribution balance.

10. INTERIOR

10.1 The inspector shall:

A. inspect:

1. the walls, ceilings, and floors.
2. the steps, stairways, and railings.
3. the countertops and a representative number of *installed* cabinets.
4. a *representative number* of doors and windows.
5. garage doors and garage door operators.

10.2 The inspector is NOT required to:

A. inspect:

1. the paint, wallpaper, and other finish treatments.
2. the carpeting.
3. the window treatments.
4. the central vacuum *systems*.
5. the *household appliances*.
6. *recreational facilities*.

11. INSULATION AND VENTILATION

11.1 The inspector shall:

A. inspect:

1. the insulation and vapor retarders in unfinished spaces.
2. the ventilation of attics and foundation areas.
3. the mechanical ventilation *systems*.

B. describe:

1. the insulation and vapor retarders in unfinished spaces.
2. the absence of insulation in unfinished spaces at conditioned surfaces.

11.2 The inspector is NOT required to:

A. disturb insulation or vapor retarders.

B. determine indoor air quality.

12. FIREPLACES AND SOLID FUEL BURNING APPLIANCES

12.1 The inspector shall:

A. inspect:

1. the *system components*.
2. the vent systems, flues, and chimneys.

B. describe:

1. the fireplaces and solid fuel burning appliances.
2. the chimneys.

12.2 The inspector is NOT required to:

A. inspect:

1. the interiors of flues or chimneys.
2. the firescreens and doors.
3. the seals and gaskets.
4. the automatic fuel feed devices.

Standards of Practice – con't...

5. the mantles and fireplace surrounds.
6. the combustion make-up air devices.
7. the heat distribution assists whether gravity controlled or fan assisted.
 - B. ignite or extinguish fires.
 - C. determine draft characteristics.
 - D. move fireplace inserts or stoves or firebox contents.

13. GENERAL LIMITATIONS AND EXCLUSIONS

13.1 General limitations:

A. Inspections performed in accordance with these Standards of Practice

1. are not *technically exhaustive*.
2. will not identify concealed conditions or latent defects.

B. These Standards of Practice are applicable to buildings with four or fewer dwelling units and their garages or carports.

13.2 General exclusions:

A. The *inspector* is not required to perform any action or make any determination unless specifically stated in these Standards of Practice, except as may be required by lawful authority.

B. *Inspectors* are NOT required to determine:

1. the condition of *systems* or *components* which are not *readily accessible*.
2. the remaining life of any *system* or *component*.
3. the strength, adequacy, effectiveness, or efficiency of any *system* or *component*.
4. the causes of any condition or deficiency.
5. the methods, materials, or costs of corrections.
6. future conditions including, but not limited to, failure of *systems* and *components*.
7. the suitability of the property for any specialized use.
8. compliance with regulatory requirements (codes, regulations, laws, ordinances, etc.).
9. the market value of the property or its marketability.
10. the advisability of the purchase of the property.
11. the presence of potentially hazardous plants or animals including, but not limited to wood destroying organisms or diseases harmful to humans.
12. the presence of any environmental hazards including, but not limited to toxins, carcinogens, noise, and contaminants in soil, water, and air.

13. the effectiveness of any *system* installed or methods utilized to control or remove suspected hazardous substances.

14. the operating costs of *systems* or *components*.

15. the acoustical properties of any *system* or *component*.

C. *Inspectors* are NOT required to offer:

1. or perform any act or service contrary to law
2. or perform *engineering* services.
3. or perform work in any trade or any professional service other than *home inspection*.
4. warranties or guarantees of any kind.

D. *Inspectors* are NOT required to operate:

1. any *system* or *component* which is *shut down* or otherwise inoperable.
2. any *system* or *component* which does not respond to *normal operating controls*.
3. shut-off valves.

E. *Inspectors* are NOT required to enter:

1. any area which will, in the opinion of the *inspector*, likely be dangerous to the *inspector* or other persons or damage the property or its *systems* or *components*.
2. the *under-floor crawl spaces* or attics which are not *readily accessible*.

F. *Inspectors* are NOT required to *inspect*:

1. underground items including, but not limited to underground storage tanks or other underground indications of their presence, whether abandoned or active.
2. *systems* or *components* which are not *installed*.

3. *decorative* items.

4. *systems* or *components* located in areas that are not entered in accordance with these Standards of Practice.

5. detached structures other than garages and carports.

6. common elements or common areas in multi-unit housing, such as condominium properties or cooperative housing.

G. *Inspectors* are NOT required to:

1. perform any procedure or operation which will, in the opinion of the *inspector*, likely be dangerous to the *inspector* or other persons or damage the property or its *systems* or *components*.
2. move suspended ceiling tiles, personal property, furniture, equipment, plants, soil, snow, ice, or debris.
3. *dismantle* any *system* or *component*, except as explicitly required by these Standards of Practice.

GLOSSARY:

Alarm Systems

Warning devices, installed or free-standing, including but not limited to; carbon monoxide detectors, flue gas and other spillage detectors, security equipment, ejector pumps and smoke alarms

Architectural Service

Any practice involving the art and science of building design for construction of any structure or grouping of structures and the use of space within and surrounding the structures or the design for construction, including but not specifically limited to, schematic design, design development, preparation of construction contract documents, and administration of the construction contract

Automatic Safety Controls

Devices designed and installed to protect *systems* and *components* from unsafe conditions

Component

A part of a *system*

Decorative

Ornamental; not required for the operation of the essential *systems* and *components* of a home

Describe

To *report* a *system* or *component* by its type or other observed, significant characteristics to distinguish it from other *systems* or *components*

Dismantle

Standards of Practice – con't...

To take apart or remove any component, device or piece of equipment that would not be taken apart or removed by a homeowner in the course of normal and routine home owner maintenance

Engineering Service

Any professional service or creative work requiring engineering education, training, and experience and the application of special knowledge of the mathematical, physical and engineering sciences to such professional service or creative work as consultation, investigation, evaluation, planning, design and supervision of construction for the purpose of assuring compliance with the specifications and design, in conjunction with structures, buildings, machines, equipment, works or processes

Further Evaluation

Examination and analysis by a qualified professional, tradesman or service technician beyond that provided by the *home inspection*

Home Inspection

The process by which an *inspector* visually examines the *readily accessible systems* and *components* of a home and which *describes* those *systems* and *components* in accordance with these Standards of Practice

Household Appliances

Kitchen, laundry, and similar appliances, whether *installed* or free-standing

Inspect

To examine *readily accessible systems* and *components* of a building in accordance with these Standards of Practice, using *normal operating controls* and opening *readily openable access panels*

Inspector

A person hired to examine any *system* or *component* of a building in accordance with these Standards of Practice

Installed

Attached such that removal requires tools

Normal Operating Controls

Devices such as thermostats, switches or valves intended to be operated by the homeowner

Readily Accessible

Available for visual inspection without requiring moving of personal property, *dismantling*, destructive measures, or any action which will likely involve risk to persons or property

Readily Openable Access Panel

A panel provided for homeowner inspection and maintenance that is within normal reach, can be removed by one person, and is not sealed in place

Recreational Facilities

Spas, saunas, steam baths, swimming pools, exercise, entertainment, athletic, playground or other similar equipment and associated accessories

Report

To communicate in writing

Representative Number

One *component* per room for multiple similar interior *components* such as windows and electric outlets; one *component* on each side of the building for multiple similar exterior *components*

Roof Drainage Systems

Components used to carry water off a roof and away from a building

Significantly Deficient

Unsafe or not functioning

Shut Down

A state in which a *system* or *component* cannot be operated by *normal operating controls*

Solid Fuel Burning Appliances

A hearth and fire chamber or similar prepared place in which a fire may be built and which is built in conjunction with a chimney; or a listed assembly of a fire chamber, its chimney and related factory-made parts designed for unit assembly without requiring field construction

Structural Component

A component that supports non-variable forces or weights (dead loads) and variable forces or weights (live loads)

System

A combination of interacting or interdependent components, assembled to carry out one or more functions

Technically Exhaustive

An investigation that involves dismantling, the extensive use of advanced techniques, measurements, instruments, testing, calculations, or other means

Under-floor Crawl Space

The area within the confines of the foundation and between the ground and the underside of the floor

Unsafe

A condition in a *readily accessible, installed system* or *component* which is judged to be a significant risk of personal injury during normal, day-to-day use. The risk may be due to damage, deterioration, improper installation or a change in accepted residential construction standards

Wiring Methods

Identification of electrical conductors or wires by their general type, such as "non-metallic sheathed cable" ("Romex"), "armored cable" ("bx") or "knob and tube", etc.

Note: In these Standards of Practice, redundancy in the description of the requirements, limitations and exclusions regarding the scope of the *Home Inspection* is provided for clarity not emphasis.

Code of Ethics

CANADIAN ASSOCIATION OF HOME & PROPERTY INSPECTORS

Honesty, justice, and courtesy form a moral philosophy which, associated with mutual interest among people, constitutes the foundation of ethics. The members should recognize such a standard, not in passive observance, but in a set of dynamic principles guiding their conduct. It is their duty to practice the profession according to this code of ethics.

As the keystone of professional conduct is integrity, the members will discharge their duties with fidelity to the public, their clients, and with fairness and impartiality to all. They should uphold the honour and dignity of their profession and avoid association with any enterprise of questionable character, or apparent conflict of interest.

- The member will express an opinion only when it is based on practical experience and honest conviction.
- The member will always act in good faith toward each client.
- The member will not disclose any information concerning the results of the inspection without the approval of the clients or their representatives.
- The member will not accept compensation, financial or otherwise, from more than one interested party for the same service without the consent of all interested parties.
- The member will not accept nor offer commissions or allowances, directly or indirectly, from other parties dealing with their client in connection with work for which the member is responsible.
- The member will promptly disclose to his or her client any interest in a business which may affect the client. The member will not allow an interest in any business to affect the quality of the results of their inspection work which they may be called upon to perform. The inspection work may not be used as a vehicle by the inspector to deliberately obtain work in another field.
- An inspector shall make every effort to uphold, maintain, and improve the professional integrity, reputation, and practice of the home inspection profession. He/she will report all such relevant information, including violation of this Code by other members, to the Association for possible remedial action.